

**UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF FLORIDA**

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PENINSULA PETROLEUM LIMITED, INC. : Case No.: 1:22-CV-20712-RKA
Plaintiff(s), : **DECLARATION OF THE
MANAGER OF CI
INTERNATIONAL FUELS
LLC IN SUPPORT OF
MOTION TO DISMISS
PLAINTIFF'S VERIFIED
COMPLAINT**

v. :
CI INTERNATIONAL FUELS, LLC., :
Defendant(s). :
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I, Jaime Ochoa, hereby declare as follows:

1. I have personal knowledge of the facts set forth in this Declaration, and if called as a witness, could testify competently thereto. I make this declaration in support of Defendant CI International Fuels LLC's ("CI International") Motion to Dismiss Plaintiff's Verified Complaint.
2. Defendant CI International is an affiliate company of CI International Fuels SAS (CI International Colombia), a business entity formed under the laws of Colombia, engaged in the delivery of fuel to vessels in the port of Santa Marta, Colombia. CI International's only purpose within the business organization is to make and take payments in the United States as part of tax/sales strategy.
3. I am the sole manager of the Defendant CI International and its affiliate entity CI International Colombia. I am the only person with authority to take or respond to legal action on behalf of Defendant CI International and its affiliate entity CI International Colombia.

Defendant CI International and its Colombian affiliate entity CI International Colombia are agreeable to service of process in Colombia.

4. Maria M. Roa and I own 100% membership interest in Defendant CI International.
5. Maria M. Roa and I reside in Colombia. We do not have status or authorization to work in the United States.
6. On October 26, 2020, Defendant CI International and Plaintiff entered a Master Sale and Purchase Agreement (the “Master Agreement”) for the sale/purchase of petroleum products. The Master Agreement has a “Governing Law and Arbitration” clause whereby the Master Agreement is governed by English law and any claims and/or disputes shall be resolved and finalized in arbitration. [ECF No. 1-2].
7. On the same date, Defendant CI International and Plaintiff entered into a pledge over assets agreement to secure any debt Defendant CI International acquires under the Master Agreement (the “Pledge Agreement.”) In the Pledge Agreement the assets securing Defendant’s debt under the Mater Agreement are described as “all present and future cargoes of petroleum products that are from time to time acquired by the Grantor and storage in the Free Trade Zone pursuant to the Master Agreement . . . and all proceeds or assets derived or attributable to them thereof.” Moreover, in the Pledge Agreement “Free Trade Zone” is specifically defined as “the Santa Marta Free Zone Area.” The Pledge Agreement has an “Applicable Law and Jurisdiction” clause whereby “the [p]arties agree that [the Pledge Agreement] will be governed by the laws of Colombia and submit expressly and irrevocably to the jurisdiction of the competent judges of Colombia.” [ECF No. 1-3].

8. Also on the same date, CI International Colombia and Plaintiff entered a guarantee agreement (the “Guarantee”) whereby Defendant CI International’s liability under the “Agreements” is secured with CI International Colombia’s assets. Per the Guarantee, “Agreements” means commodity agreements, commodity price swaps, commodity option transactions including agreements for the sale/purchase of oil, marine fuels or other similar physical or financial commodity transactions made by [Defendant CI International] and the [Plaintiff] (in each case as amended, varied, supplemented and novated from time to time).” The Guarantee has a Governing Law and Jurisdiction clause whereby disputes and/or claims must be brought before an arbitration tribunal in London, England. See exhibit A.
9. Defendant CI International does not have any assets, employees, premises, or any other sort of infrastructure or operations conducted in Florida or elsewhere in the United States. It operates solely in Colombia. The assets securing Defendant CI International’s liability under the Master Agreement are in Colombia. The petroleum products purchased under the Master Agreement were shipped from Ireland to Santa Marta, Colombia. In turn, the product was sold in Colombia to fuel vessels docked in Santa Marta.
10. On June 17, 2021, Defendant CI International’s Colombian affiliate CI International Fuels SAS, was admitted to a reorganization process in Colombia comparable to a chapter 11 process in the United States. Plaintiff is listed as a secured creditor in this process. See exhibit B.
11. On or about September 21, 2021, Defendant CI International and its Colombian affiliate entity CI International Fuels SAS received notice from Gomez-Pinzon, Plaintiff’s attorneys in Colombia, of an action filed in Colombian court to foreclose on the “assets” as described in the Pledge Agreement and the Guarantee. See exhibit A.

SWORN TO UNDER THE PAINS AND PENALTIES OF THE LAWS OF THE UNITED STATES OF AMERICA. EXECUTED THIS Jo DAY OF MAY 2022, AT BARRANQUILLA, COLOMBIA.

By: _____

Jaime Ochoa



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